

10/517077

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Attorney's Docket No. JAMES68.008APC

DECLARATION - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, mailing address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled A NOVEL DRUG DOSING REGIMEN; the specification of which was filed on December 6, 2004 as Application Serial No. 10/517,077 and was amended therewith.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56;

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

PRIOR FOREIGN APPLICATION(S)Priority
Claimed

No.: PCT/NZ03/00115

Country: PCT

Date Filed: 06/05/2003

Yes

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole inventor: David Duncan HeathInventor's signature [Signature]Date 2nd May 2005Residence: Upper Hutt, New Zealand

NZX

Citizenship: AustralianMailing Address: AgResearch, Wallaceville Animal Research Centre, Ward Street, Upper Hutt, New Zealand

Send Correspondence To:
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

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040805

BEST AVAILABLE COPY

DEED OF ASSIGNMENT

**COPY
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BETWEEN: David Duncan Heath

AND: New Zealand Pastoral Agriculture Research Institute Limited

DESCRIPTION:

By this Agreement David Duncan
Heath assign(s) his rights in an
invention relating to A Novel Drug
Dosing Regimen to New Zealand
Pastoral Agriculture Research
Institute Limited

James & Wells
Patent & Trade Mark Attorneys
Private Bag 3140
29 Clarence Street
HAMILTON


J. P. ROGERS
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
CHRISTCHURCH

James & Wells ref: 18155/8 ED

Certified to be a true
copy of the original.

**ASSIGNMENT OF AN INVENTION AND INTELLECTUAL
PROPERTY RIGHTS ASSOCIATED THEREWITH**

BETWEEN David Duncan Heath, an Australian citizen of AgResearch
Wallaceville Animal Research Centre, Ward Street, Upper Hutt,
New Zealand
(hereafter referred to as "ASSIGNOR")

AND New Zealand Pastoral Agriculture Research Institute Limited, a
New Zealand company duly incorporated pursuant to the Crown
Research Institutes Act 1992 and having its Registered Office at 5th
Floor Tower Block, Ruakura Research Centre, East Street,
Hamilton, New Zealand (hereinafter the "Assignee").

1.0 WHEREAS:

- (a) The Assignor has during the course of his employment with the Assignee and/or under commission for money or moneys worth from the Assignee has devised and/or contributed to devising an invention entitled "A NOVEL DRUG DOSING REGIMEN", the subject of New Zealand Patent Application No. 505448 filed on 28 June 2000 (hereinafter "the Invention").
- (b) Associated with the Invention are intellectual property rights which by definition shall include patent rights, copyright, design rights and any other right (all hereinafter "Intellectual Property Rights") applied for and/or granted in any country or territory of the world to an inventor, or owner of intellectual property; as well as the right to apply for the protection of and in any priority rights arising from the filing of same; and shall also include any privileges, powers or immunities arising from or associated with the foregoing rights.
- (c) The Assignor acknowledges the Invention and the Intellectual Property Rights belong to and are the property of the Assignee.
- (d) The Assignee has requested the Assignor to make an Assignment of the Invention and the Intellectual Property Rights to the Assignee, in respect of all countries and territories of the world.

2.0 DEFINITIONS

In this Deed, unless the context otherwise requires:

- (a) "INVENTION" shall mean and refer to the invention entitled "A NOVEL DRUG DOSING REGIMEN", the subject matter of New Zealand Patent Application No. 505448 and shall include any granted and pending patents including the invention or derived from New Zealand Patent Application No. 505448, in any country or territory of the world.
- (b) "PATENT RIGHTS" shall mean all rights under any New Zealand patent or patent applications including or derived from New Zealand Patent Application No. 505448; entitled A NOVEL DRUG DOSING REGIMEN; and shall include any corresponding patent or patent applications relating to or derived from same and filed in any other country or territory of the world and also includes the right to apply for a patent or equivalent protection in any country or territory of the world; and the right to claim priority under international convention from any such applications, and the rights conferred by such patents or equivalent protection when granted, or any other patent applications subsequently arising from same.
- (c) "INTELLECTUAL PROPERTY RIGHTS" shall mean and include all Intellectual Property Rights associated with the Invention including the patent rights, copyright rights, design rights, the Invention, copyright works and any design.
- (d) "COPYRIGHT" shall mean the property rights which exist in any copyright work.
- (e) "COPYRIGHT WORK" shall mean and include any and all rights in all artistic works, including drawings and models of or embodying the Invention.
- (f) "DESIGN" shall mean and include any designs the subject of granted and/or pending design registrations relating to or arising from the Invention.

- (g) "DESIGN RIGHTS" shall mean and include any rights in designs relating to or arising from the Invention, including design applications and registered design(s) filed and granted in New Zealand and in any country or territory of the world, and further includes the right to apply for a registered design or equivalent protection in any country or territory of the world and to claim priority under international convention for and from any such applications and the rights conferred by such registered designs or equivalent protection when granted.
- (h) The term TERRITORY shall mean and include all countries and territories of the world.

3.0 BACKGROUND

3.1 The ASSIGNOR has during the course and terms of his employment with the ASSIGNEE devised the INVENTION.

4.0 NOW THIS ASSIGNMENT WITNESSETH as follows:

In pursuance of this Agreement and in consideration of the sum of one dollar (NZ\$1.00) (the sufficiency and receipt of which is hereby acknowledged by the Assignor) the Assignor as Beneficial Owner HEREBY ASSIGNS the Assignee all its rights, titles and interest in the Invention and the Intellectual Property Rights and any benefits relating thereto, including but not limited to:

- (a) All the benefit of the Invention and the Intellectual Property Rights;
- (b) The right to apply for Letters Patent or equivalent protection in all countries and territories of the world, including the benefit of the priority date or dates;
- (c) The right to apply for Design Registrations or equivalent protection in all countries and territories of the world, including the benefit of the priority date or dates;

- (d) All powers, liberties and immunities arising or to arise from the Invention and/or Intellectual Property Rights;
- (e) All improvements upon the Invention at any time hereafter made, devised, or acquired by the Assignor while being employed by the Assignee which shall be immediately disclosed by him to the Assignee.
- (f) The copyright in all artistic works, including drawings and models of or embodying the Invention.

TO HOLD unto the Assignee, its successors and assigns absolutely.

5.0 ASSIGNOR'S OBLIGATIONS

- (a) The Assignor further waives in favour of the Assignee any and all rights, including moral rights recognised as or relating to the copyright subsisting in any work relating to the Invention.
- (b) The Assignor further warrants that it is entitled to assign the invention to the Assignee and/or there are no encumbrances or other matters affecting the Assignor's capacity to assign the invention and/or the Intellectual Property Rights to the Assignee free of any encumbrances or interests whatsoever.
- (c) The Assignor HEREBY UNDERTAKES to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Invention and the Intellectual Property Rights in all countries and territories of the world, and the Assignor will do all acts, execute all documents and procure the making of any declarations or oaths necessary or required by law to assure the Assignee's ownership of the Invention and Intellectual Property Rights, and will comply with any other matter or thing, including but not limited to :
 - i) Conferring on the Assignee the right to take action against any third party who copies the Invention or infringes the Intellectual Property Rights, and

- ii) Assigning to the Assignee upon request all Intellectual Property Rights relating to all improvements in, modifications of, or additions to the Invention devised, created and/or under a commission for money or moneys worth from the Assignee.
- iii) Furnishing the Assignee with full details of and relating to the Invention, and the Intellectual Property Rights (including the circumstances of Invention, creation and/or design of same and as relevant to any improvements) and where possible all original versions of the Invention, the copyright works and the designs.
- iv) Maintaining confidential all information relating to the Invention and/or Intellectual Property Rights and/or any improvements including non-use, non-disclosure or non-publication of same without the express written consent of the Assignee. Such obligations shall not extend to information which is already in, or which enters the public domain through no fault of the Assignor. The Assignor agrees to seek prior clearance from the Assignee in any case of uncertainty.

6.0 ASSIGNEE'S OBLIGATIONS

- (a) All fees, costs and expenses connected with obtaining, securing and maintaining the Invention and/or the Intellectual Property Rights in any country or territory shall be paid by the Assignee.

7.0 GOVERNING LAW

- (a) This assignment shall be governed by and construed in all respects in accordance with the laws of New Zealand.

Signed this 3rd day of March 2000 by [Signature]
the ASSIGNOR [Signature]
David Duncan Heath [Signature]
David Duncan Heath

Witnessed by:

KYLIE TE BRAKE
Name
[Signature]
Signature
SCIENCE SECRETARY
Occupation
Agresearch - Upper Hutt.
Place

AND

Signed this 21st day of MARCH 2000 for and on behalf of
the ASSIGNEE, New Zealand Pastoral Agriculture Research Institute Limited
by its duly authorised officers*

IAN K. BODDY
Name:
[Signature]
Signature
COMMERCIAL MANAGER
Position

Name:

Signature

Position

Witnessed by:

Donna Stratton

Name:

DM Alton

Signature

Personal Assistant

Occupation

AgResearch Ruakura

Place

Witnessed by:

Name:

Signature

Occupation

Place

* This Agreement must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf and a witness.



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COMPANIES
OFFICE

CERTIFICATE OF INCORPORATION

AGRESEARCH LIMITED
(HN/552736)

This is to certify that **NEW ZEALAND PASTORAL AGRICULTURE RESEARCH INSTITUTE LIMITED** was incorporated under the Companies Act 1955 on the 25th day of June 1992 and was re-registered under the Companies Act 1993 on the 8th day of August 1996 and changed its name to **AGRESEARCH LIMITED** on the 30th day of October 2000.



Neville Harris

Neville Harris
Registrar of Companies
31 October 2000

J. P. Rogers

J. P. ROGERS
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
CHRISTCHURCH

Certified to be a true
copy of the original.

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